

A RESOLUTION

01- 2 -1333

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CONTRACTUAL LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF THE CITY OF ATLANTA FOR LEASE OF THE OLD MILTON AVENUE SCHOOL TO CONTINUE TO PROVIDE SPACE FOR THE OPERATION OF THE MILTON AVENUE WOMEN AND CHILDREN SHELTER, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta entered into a lease agreement with the Board of Education of the City of Atlanta for the Old Milton Avenue School, located at 202 Milton Avenue, Atlanta Georgia in 1989 to provide shelter space for the homeless; and

WHEREAS, the City of Atlanta wishes to renew this lease to continue to provide this viable service; and

WHEREAS, the Board of Education of the City of Atlanta has agreed to lease this space to the City of Atlanta for \$1.00 per year to cover the period of September 11, 2000 until September 12, 2009.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

SECTION 1. The Mayor be and is hereby authorized to execute a lease agreement with the Board of Education of the City of Atlanta, Georgia for lease space at 202 Milton Avenue, S.E., Atlanta, Georgia.

SECTION 2. That the commencement date shall be September 11, 2000, and the expiration date shall be September 12, 2009.

SECTION 3. That beginning with the commencement date and continuing thereafter throughout the term of this lease, the City agree to pay \$1.00 per year.

SECTION 4. That the City Attorney be and is hereby directed to prepare an appropriate contractual lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 5.

That this contractual lease agreement shall not become binding on the city, and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the contracting party.

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

This Agreement made this 9th day of September 11, 2000 between the BOARD OF EDUCATION OF THE CITY OF ATLANTA, hereinafter referred to as "Lessor", and the CITY OF ATLANTA, hereinafter referred to as "Lessee".

WITNESSETH

1. For and in consideration of the sum of \$1.00 per year for the Lessee hereinafter recited, Lessee does hereby lease the following described property from Lessor:

Old Milton Avenue School
202 Milton Avenue, S.E.
Atlanta, Georgia 30315

2. Said Lease shall cover the period September 11, 2000 until September 12, 2009 subject to annual renewal for a period of ten (10) years based on written mutual agreement by the parties.

3. Either party to this Lease may cancel said Lease upon the giving of ninety (90) days written notice of its intention to cancel.

4. The premises shall be used as a shelter for the homeless.

5. Lessee will be responsible for all utilities, maintenance and operating expenses for the duration of this Lease. Lessee shall maintain ALL-RISK property insurance at all times during the term of this Lease in an amount not less than 100% of the full replacement value of the facilities. The lessee shall maintain comprehensive General Liability insurance at all times during the term of this Lease in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The Atlanta Public Schools shall be named as an Additional Insured.

6. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the public character of said premises.

7. Lessee will be responsible for all maintenance and cleanliness of the property, and will pay all operating expenses and utilities for the duration of this lease.

8. Premises shall not be used for any illegal purposes; nor in a manner to create a nuisance or trespass; nor in any manner to vitiate the public character of said premises; nor for private school purposes.

9. The Lessee agrees that all publicity emanating from the Lessee's and Sub-Lessee's contain information that the property is owned by the Atlanta Board of Education and that they will help to beautify and maintain the facility.

10. Lessee agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

11. If the premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of the date. If the premises are damaged but not wholly destroyed by any of such casualties, then, at the option of Lessor, this lease may be terminated. Lessor shall e under no obligation to restore the premises to the same condition as before the damage.

12. Lessee may not sublease said premises without the prior written approval of the Lessor.

13. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by the written consent of Lessor.

14. Lessee agrees that no modifications, improvements, alterations or additions may be made to said premises without the prior written consent of the Lessor. Any additions caused by Lessee shall become the property of Lessor upon the termination of this Lease.

15. Lessor or its duly authorized representatives may enter upon the said premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

16. No goods, merchandise or material shall be kept, stored in or on said premises, which are explosive. No alcoholic beverages shall be sold or used upon the premises. Nothing shall be done on said premises, other than as is provided for in this Agreement, which will increase the rate of or suspend the insurance upon said premises or other property of Lessor.

17. The occupancy and use by the Lessee of the premises and the rights herein conferred upon the Lessee shall be subject to valid rules and regulations as are now or may hereafter be prescribed by Lessor through the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or constitute any derogation of, or infringement with or upon the rights and privileges herein in this Agreement granted to Lessee.

18. This Agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages for or by reason of any injury or injuries to any persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said premises or an activity carried on by Lessee in connection therewith. Lessee, The City of Atlanta, agrees to protect, defend and hold the City of Atlanta Board of Education and its officers and employees harmless against any and all liabilities, losses, and suits for personal injury, death, or property damage arising out of this lease agreement unless such injury, death, or property damage is caused by the sole negligence of the City of Atlanta Board of Education or its officers and employees. Nothing contained herein is intended to be a waiver in any respect whatsoever of Lessor's or Lessee's rights to assert under any circumstances whatsoever its claim or governmental immunity from any liability or damages asserted against it by any person, natural or entities, created by law.

19. Lessee agrees to return the premises in the same condition in which it entered said premises, except for usual wear and tear.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year day first above written.

CITY OF ATLANTA

ATTEST:

Clerk of Council

Mayor of the City of Atlanta

APPROVED AS TO FORM:

RECOMMENDED:

Assistant City Attorney

Chief Operating Officer

APPROVED:

APPROVED:

Department of Fire

Director of the Bureau of
Purchasing and Real Estate

APPROVED:

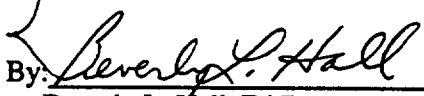
Chief Financial Officer

APPROVED AS TO FORM:

**THE ATLANTA BOARD OF EDUCATION
OF THE CITY OF ATLANTA**



Staff Attorney
Atlanta Public Schools

By: 

Beverly L. Hall, Ed.D.
Superintendent

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office

Greg Pridgeon
(for review and distribution to Executive Management)

Commissioner Signature:

[Signature]

Director Signature:

[Signature]

From: Originating Dept: Dept. of Planning/BHS

Contact Name: Y'Vonne Benton 817-6714

Committee(s) of Purview: CDHR

Committee Deadline: 8/31/01

Committee Meeting Date(s): 9/12/01

City Council meeting Date: 9/17/01

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR OF HIS DESIGNEE TO ENTER INTO A CONTRACTUAL LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF THE CITY OF ATLANTA FOR LEASE OF THE OLD MILTON AVENUE SCHOOL TO CONTINUE TO PROVIDE SPACE FOR THE OPERATION OF THE MILTON AVENUE WOMEN AND CHILDREN SHELTER; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

Continuing lease agreement per attached lease.

FINANCIAL IMPACT (if any):

\$1.00 per year from September, 2000 to September 2001.

OTHER DEPARTMENT (S) IMPACTED: _____

Coordinated Review With: _____

Mayor's Staff Only

Received by Mayor's Office:

8/28/01
(Date)

Reviewed:

[Signature]
(Initials)

(Date)

Submitted to Council:

(Date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Hold ☐ Amended

☐ Substitute ☐ Referred ☐ Other